

SUPPLEMENTAL AGREEMENT NO.4

To the

CONTRACT FOR ENGINEERING SERVICES DATED May 25, 1999

between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter called the

"CITY"

and

TRANSYSTEMS CORPORATION

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Program Management Services to be provided by the CONSULTANT in conjunction with improvements for the Wichita Rail Grade Separation Projects.

WHEREAS, it is desirous of both parties that additional services be provided by the CONSULTANT to the Scope of Work in accordance with Article IV B, as an ATTACHMENT, and

NOW THEREFORE, the parties hereto mutually agree as follows:

In Article I, Scope of Services, Attachment 1, Exhibit A, add:

(See Exhibit A attachments to this Supplemental Agreement for Scope of Work)

In Article IV , Payment Provisions, add to paragraph A:

Total payments to the CONSULTANT for the additional work associated with SUPPLEMENTAL AGREEMENT No.4 shall include the actual costs accruing in the performance of the professional services as outlined in this agreement which are estimated to amount to \$4,914,166.91, plus a fixed fee for profit of \$632,933.09. The total payments for SUPPLEMENTAL AGREEMENT No.4 shall not exceed \$5,547,100.00 and generally be in accordance with the estimate provided as Exhibit A to this Supplemental Agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this SUPPLEMENTAL AGREEMENT as of this _____ day of _____, 2005.

CITY OF WICHITA

By: _____
Carlos Mayans
Mayor

ATTEST:

Pat Graves (seal)
City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

TRANSSYSTEMS CORPORATION

Charles E Mader
By: _____
Charles E. Mader, P.E.
Vice President

ATTEST:

Brett A. Letkowski, P.E.
Vice President

EXHIBIT A

Scope of Services

City of Wichita
Wichita Central Corridor
Railroad Grade Separation Project

Project Description

The Wichita Central Corridor Railroad Grade Separation Project extends from Douglas northward to the UPRR crossing of Chisholm Creek, a length of approximately two miles. The project involves extending the elevated portion of the tracks by maintaining the elevated grade of the BNSF Railroad from the Union Station at Douglas to 13th Street (decreasing back to an at-grade crossing at 17th Street) to provide new grade separations at Central, Murdock, and 13th Street. The project also involves reconstruction of the railroad bridges over 1st and 2nd Streets and modification of the bridge over Douglas. It requires the closing of present railroad grade crossings at 9th, 10th, 11th, 15th and 18th, and the reconstruction of the existing railroad grade crossing at 17th Street. The existing UP Bridge over Chisholm Creek will be widened approximately 6 feet to accommodate the UP track relocation. Extensive retaining walls will be used to keep the project mostly within the existing railroad right of way. Approximately 5,000 feet of the walls will be 25 or more feet in height. All construction will be performed while maintaining Railroad operations through the area and reducing the impact of construction on both rail operations and City traffic.

Presently the UP and BNSF Railroads operate on joint tracks between Douglas and Central. North of Central, the UP track departs from the BNSF and is located one block to the east from Murdock north to 21st Street. After this project is completed, the UP and BNSF will operate on joint tracks from Douglas north to 17th Street, where the UP will curve northeasterly to tie back to their present line.

The present scope of services is to provide Program and Construction Management services for the entire grade separation construction project from the current phase of design through the completion of construction. Additionally, we will ensure the entire Construction Project Team is integrated and focused on achieving the City's project goals, while bringing the expertise of each team member to the project in an effective and meaningful manner.

Discussion

The Construction Project Team is comprised of members of many different organizations. All companies/organizations associated with/or impacted by the construction of the Wichita Central Corridor Grade Separation Project are essentially members of the Construction Project Team. For this particular project, some of the team members will be the City of Wichita, the Burlington Northern and Santa Fe Railway

Company, the Union Pacific Railroad, the Wichita Transit Authority, TranSystems, HNTB and selected Contractors. It is absolutely essential that all of these organizations have a sound working relationship and means to communicate their issues and concerns as the project progress from design to construction and through to completion. The presence and implementation of a functional Program/Construction Management Team is vitally important to satisfying the needs of the Construction Project Team.

The Program/Construction Management Team being established to manage this process is a unique and highly qualified group of individuals that will collectively have a significant impact on the final outcome of this project. The philosophy underlying this Program/Construction Management Team is to take advantage of each individuals experience and knowledge to form a synergistic group that can function together in an efficient manner.

The Team is basically comprised of two elements: 1) the program and construction management of the process and 2) the construction inspection and plan verification element. TranSystems and HNTB are fully prepared to establish this Team and work together to ensure all expectations of the members of the Construction Project Team are addressed.

The responsibility for the first element of the Team will lie primarily with TranSystems Corporation. TranSystems is prepared to place a Program/Construction Management Team in place immediately to address the scope of services listed below. Responsibility for the construction inspection and plan verification will lie primarily with HNTB. They are equally prepared to staff and execute the tasks outlined in their respective proposal. Ultimately however, the management and direction of this Program/Construction Management Team will be the responsibility of TranSystems. The objective is to provide a single point of contact/responsibility on the project for all entities of the Construction Project Team. This will ensure defined lines of communication and issue resolution are maintained across the Project Team throughout the duration.

Ultimately, the ability of this Program/Construction Management Team to work together and overcome obstacles that may arise as the project progresses will influence the overall success of the project.

Construction Administration and Construction Monitoring Services

1. Provide a “**Construction Project Manager**”. The CPM will represent the City of Wichita in the oversight of the project. The CPM will be the main contact between the City and Project. The CPM will establish a management information system that will keep the Team informed as to the overall status and forecast of the project compared to the established Master Time Line. The CPM will provide ongoing cost monitoring to maintain compliance with the construction budget. Other services by the CPM are included in the “Scope of Services”.

2. Provide a ***“Resident Engineer”***. The RE will be responsible for overseeing all construction activities, point of contact for all communication with the local Railroad Authorities as well as with the contractor’s superintendent. He shall also be responsible for the Project Quality Assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines. The RE will be responsible for the oversight of the Quality Assurance Inspection Team. Other services by the RE are included in the “Scope of Services”.
3. Provide a ***“Rail Construction Manager”***. The RCM will be responsible for all necessary coordination to integrate construction operations with ongoing Railroad Operations and Maintenance. The RCM will ensure adequate Railroad flagging support is in place for all operations requiring Railroad flagging. The RCM will be responsible for the Project Quality Assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines, specifically address standards of construction typically expected by the Railroads.
4. Provide ***“Structural Inspectors”***. The Structural Inspectors shall be responsible for retaining wall construction and inspection, as well as new bridge construction and Douglas Street Bridge Rehabilitation. It is anticipated that the contractors schedule will dictate that three (3) inspectors will be needed as they work on multiple locations on the retaining wall and bridges consecutively.
5. Provide ***“Road/General Inspector”***. The Road/General Inspector will inspect all side street construction, landscaping installation and irrigation installation. The inspector will also assist other inspectors as needed with the bridge and retaining wall inspections as work loads dictate.
6. Provide an ***“Administrative Assistant”***. The AA will be available for TSC, HNTB and BNSF project needs.

Scope of Services

1. Prepare and implement Construction/Program Management Plan.
2. Perform final review and field review of drawings prior to publication of solicitation packages.
3. Provide assistance in coordinating and expediting any necessary Railroad review of drawings to ensure project milestones are maintained.
4. Assist in preparation and review of final bid/solicitation packages.
5. Plan, coordinate and conduct pre-bid meetings.
6. Compile bids ensuring all bids are complete and include all necessary documents.
7. Evaluate bids and prepare recommendation to City for contract award.
8. Prepare all final contract documents and execute official Notice to Proceed.

9. Open construction project office in the vicinity of project location to be used jointly by members of Construction Project Team. Project construction office will facilitate space for TSC, HNTB, and Railroad Signal Forces.
10. Plan, coordinate and conduct pre-construction meeting.
11. Plan, coordinate and conduct Partnering Workshop for the project.
12. TranSystems will assign a point of contact that will responsible for communication with HNTB's assigned point of contact to continue the open communication throughout the submittal, RFI and transmittal process. Further, it is anticipated that TranSystems point of contact will assist in coordinating any meetings to discuss Construction Consultation should issues arise in the field that can not be resolved in the field and would require the knowledge of the designer.
13. Provide Construction Management services for contract administration, construction inspection and quality assurance, and coordination of all construction activities and multiple contracts and/or contractors.
14. Perform Quality Assurance and project oversight to ensure all aspects of the project are being constructed in accordance with the plans, specifications, and other related guidelines. Specifically address standards of construction typically expected by the Railroads.
15. Develop and Implement Quality Management Plan. Incorporate Contractors Quality Control program into overall Quality Plan. Ensure Construction Project Team maintains emphasis on quality process.
16. Perform all necessary coordination to integrate construction operations with ongoing Railroad Operations and Maintenance. Furthermore, ensure adequate Railroad flagging support is in place for all operations requiring Railroad flagging.
17. Perform and oversee all necessary coordination with City and local authorities is maintained to ensure construction operations have a minimal impact on the local community.
18. Conduct weekly progress and coordination meetings. Implement progress meetings immediately to ensure final design, review and preparation of bid packages are completed in time to maintain project milestones.
19. Ensure all contractor and project personnel are Railroad Orientation trained and are complying with the Railroad job briefing requirements. Establish site specific Railroad safety training and meetings.
20. Ensure Contractor institutes a sound Safety Program and monitor Contractors compliance with Site Safety Program and Railroad specific safety items.
21. Ensure adequate railroad flagging support is in place for all required operations.
22. Ensure all construction documentation is prepared and maintained. Daily reports and logs completed by the Resident Engineers and Inspectors. Weekly progress reports will be provided to the City of Wichita.
23. Perform measurements and surveys that are involved in the determination of final pay quantities. Final Cross Sections for the determination of earthwork pay quantities will not be required as part of this contract.
24. Prepare monthly progress reports summarizing contractors activities, current status of budget, schedule evaluation and job site safety.
25. Prepare and process all contract work directives, change orders, and pay estimates through the City of Wichita.

26. Evaluate merit of Claims made by Contractors and be prepared to mitigate or reduce impact of potential claims.
27. Coordinate, schedule and monitor procurement of Owner/Railroad provided materials.
28. Review and analyze Contractors schedule and compliance with applicable contract documents.
29. Review and analyze Designers schedule, submittals and compliance with applicable contract requirements and milestones.
30. Review and analyze other consultant invoicing and documentation for accuracy and compliance with applicable contracts.
31. Assist City in public relations activities associated with the project.
32. Provide interface with Kansas Department of Transportation, Federal Highway Administration, City of Wichita, Union Pacific Railroad, Burlington Northern Santa Fe Railway, Wichita Transit Authority and the City of Wichita.
33. Provide Program Management throughout the construction process to ensure the best interest of the City of Wichita and Railroads are considered with regards to all aspects of the Construction Program.
34. Perform closeout activities of the project contract. Finalize all contracts, zero out and make final payments and obtain final acceptance of the project from the City and associated Railroads.
35. Perform initial bridge maintenance inspections and prepare bridge inspection forms for initializing required documentation of inspection data for this and subsequent inspections. Complete initial inspection sheets and prepare summary report for Douglas Avenue Bridge, 1st Street Bridge, 2nd Street Bridge, Central Bridge, Murdock Bridge, and 13th Street Bridge. The bridge inspection forms will not include electrical inspection for roadway sign lighting.
36. Prepare and deliver (when Project is complete) one set of record drawings, which have been revised to incorporate any substantial changes made to the project during construction. The CONSULTANT will document by letter the description of any substantial changes to the record drawings.
37. Provide Survey team with significant railroad experience to assist the Contractors and Railroad forces with layout of track specific items.

Assumptions

1. This contract assumes the contractor will begin construction in April 2005 and complete the work in June 2008. However, this contract will remain valid should the project be delayed for a period of up to six months. Beyond a six month delay, TranSystems Corporation would need to reevaluate the personnel anticipated to be assigned to the project, their labor rates and any necessary salary adjustments for additional raises during the period of delay.
2. If additional services are required beyond the targeted 38 month time frame, TranSystems Corporation will prepare a supplemental agreement for the additional work needed beyond the target completion. Scope and fee will be agreed upon before any work is prosecuted.

3. The cost of flagman has not been included in the fee estimate. This will be part of the bid package and be the responsibility of the contractor.
4. The cost of providing Railroad Contractor Orientation training to the contractor is not included in the fee. This will be part of the bid package and be the responsibility of the contractor.
5. HNTB shall still provide shop drawing reviews as required per their design contract.
6. HNTB shall provide construction consultation for proposed plan changes in the field on an as needed basis. This cost is not included as part of TranSystems contract, rather, this costs is part of HNTB's contract with the City.
7. No surveys will be performed to re-establish controls points by TranSystems.
8. No surveys will be performed to re-establish right-of-way points by TranSystems.

Wichita Central Corridor
Railroad Grade Separation Project

Project Fee Summary

Task Description	Total Hours	Direct Labor	Direct Expenses
Task 1 - Program Management	3385	\$ 217,065.12	
Task 2 - Construction Management	47955	\$ 1,346,354.13	
Task 3 - Administration Support	5800	\$ 86,842.36	
Task 4 - Miscellaneous Expenses			\$ -
Task 5 - Subconsultant			\$ 110,000.00
		\$ 1,650,261.61	\$ 110,000.00

Direct Labor			\$ 1,650,261.61
Overhead on Direct Labor 155.69%	155.69%	X D.L.	\$ 2,569,292.30
Subtotal Direct Labor and Overhead			\$ 4,219,553.91
Fixed Fee	15%		\$ 632,933.09
		Subtotal	\$ 4,852,487.01
		Expenses	\$ 584,612.99
		Subconsultant	\$ 110,000.00
		Grand Total =	\$ 5,547,100.00